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July 9, 1996

EX PARTE OR LATE FILED

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, NW, Room 222
Washington, DC 20554

Re: Restrictions on Over-The-Air Reception Devices, CS Docket No. 96-83 and
Preemption of Local Zoning Regulation of Satellite Earth Stations, IB Docket No. 95-
59

Dear Mr. Caton:

I am writing this letter to request clarification on the effect on our business of the proposed rules in the dockets referenced above.

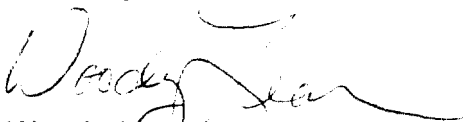
Vinings Properties, Inc. owns and operates multi-family, residential apartments and have, therefore, entered into thousands of leases with our residents. In an effort to avoid creating unnecessary disputes with our residents, I need clarification as to how these proposed rules would be applied.

I would appreciate your direction in determining which provisions of the attached lease use terms which would fall under "nongovernmental restrictions" or "impairments" under the proposed rules.

Attached you will find 13 copies of this letter for filing in the record along with a copy of our standard lease form.

After you have had an opportunity to review the lease, please contact me to clarify if there are any terms that would violate either of the proposed rules.

Sincerely,


Woody Lear
Vinings Properties, Inc.

WL/rs

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APARTMENT RENTAL AGREEMENT

Initials This agreement made this _____ day of _____, 19_____, is between _____
_____ (hereinafter called "management") and _____
_____ (hereinafter called "resident"). Management leases to resident, and resident rents from
management, apartment no. _____ located at _____, under the following conditions:

1. **TERM:** The initial term of this lease shall be _____, beginning at 12 noon, _____, 19_____,
and ending at 12 noon, _____, 19_____.

2. **POSSESSION:** If there is a delay in delivery of possession by management, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then resident may void this agreement and have full refund of deposit. Management shall not be liable for damages for delay in possession.

3. **RENT:** Rent is payable monthly to management in the sum of _____ Dollars (\$ _____) per month, due on the first day of each month during the initial or extended term of this lease at the office of management or such other place as management may designate. All rent shall be paid by personal check, cashier's check, certified funds, or money order. Management shall have the right to refuse any tender of payment in cash. As a convenience to resident, payments may be made or tendered by personal check issued and drawn on resident's personal account with _____ management's option. No third party checks will be accepted or considered as proper tender or payment of rent. Only after total rent is received in full shall payment be accepted. Any additional sums or charges due from resident because of a breach or violation of this rental agreement shall be in addition to rent. Such additional sums or charges shall include, but are not limited to, damages exceeding normal wear and tear to the apartment or to the apartment community property when such damages are caused by resident or resident's family, occupants, guests or invitees.

4. **LATE PAYMENTS AND RETURNED CHECKS:** Time is of the essence of this agreement. After the _____ day of the month, rent shall be late, and a late charge of \$ _____ shall be due as additional rent. If management elects to accept late rent, resident shall tender all late rents, dispossessionary warrant costs, and administrative filing fees to management only by cashier's check, certified check or money order. In the event resident's rent check is dishonored by the bank, resident shall pay management \$ _____ as a handling charge in addition to rent and late charges. Return checks (NSF's) shall be redeemed by cashier's check, certified check or money order. After any rent check is dishonored, resident shall pay all future rents and charges only by cashier's check, certified check or money order.

5. **SECURITY DEPOSIT:** Resident agrees to deposit \$ _____ with management before taking possession of the apartment. Security for resident's fulfillment of the conditions of this agreement. Deposit will be returned to resident within _____ days after apartment is vacated if:

- (a) Lease term has expired or this agreement has been terminated by both parties; and
- (b) Resident satisfies a _____ days written notice to vacate; and
- (c) All monies due management by resident have been paid; and
- (d) Apartment is not damaged and is left in its original condition, normal wear and tear excepted.

Deposit may be applied by management to satisfy all or part of resident's obligations, and such act shall not prevent management from claiming damages in excess of the deposit. Resident's security deposit will either be protected by a surety bond on file with the clerk of the Superior Court of the County in which the property is located or will be deposited by management in Escrow Acct. No. _____.

In the event that management elects to deposit resident's security deposit in an interest-bearing account, resident acknowledges that any interest earned on such deposit shall belong to management. Resident acknowledges that management has complied with the _____ Security Deposit Law, and that resident has been given a properly signed list of any existing damages to the apartment, given the right to inspect the same, and has approved said list, except as previously specified in writing to the management.

6. **RENEWAL TERM:** Either party may terminate this agreement at the end of the initial term by giving the other party _____ days written notice prior to the end of the term. If notice is not given, then this agreement will be extended on a _____ basis with all terms remaining the same until terminated, as of the last day of a calendar month, by either party upon _____ days written notice. Resident agrees that at the end of the initial term of this residential agreement, (as specified in paragraph 1), or at any time thereafter, management shall have the right to increase the rent due under paragraph 3 by giving the resident a _____ days written notice, and such increase shall not terminate this rental agreement.

7. **EARLY TERMINATION:** Provided resident is not in default hereunder at the time of giving the notice and strictly complies with all of the provisions of this paragraph, resident may terminate this agreement before the expiration of the original term by:

- (a) Giving management _____ days written notice on or before the first day of a month in the lease term; plus
- (b) Paying any monies due through date of termination; plus
- (c) Paying a cancellation fee equal to one month's rent; plus
- (d) Forfeiting the security deposit (if any) to be applied to turn-key and preparation for new residency.

Resident's election for early termination shall not relieve resident of his responsibilities and obligations regarding any damage to apartment.

8. **NO ASSIGNMENT OR SUBLETTING:** Resident shall not sublet apartment or assign this lease without prior written consent of management.

9. **DISCLOSURE:** _____, whose address is _____, is authorized to manage premises. Owner or agent for services is _____, whose address is _____.

10. **UTILITIES:** Management shall provide () electricity, () gas, () water and sewer, () garbage, () cable TV, () master antennae, () telephone to the leased premises without additional charges. Resident agrees that all other utilities, i.e. not checked above, shall be resident's sole responsibility and expense. Resident agrees to put said utilities in his name immediately upon signing this agreement and promptly pay same when due. Resident acknowledges that continued occupancy of this apartment when any utility services have been cut off is hazardous. Resident agrees not to terminate, cut off, interrupt, or discontinue any utility service to the apartment, including, but not limited to, electricity, natural gas, sewer, sanitation, or water. Breach of this provision shall constitute a default giving management the right to termination immediately and to obtain possession of the apartment. Any charges billed to management for utilities due to resident's breach of this provision shall be due as additional rent.

11. **FIRE:** If apartment is made uninhabitable by fire not the fault of the resident, this agreement shall be terminated.

12. **HOLD OVER:** Resident shall remove all of resident's property and deliver possession of apartment in a clean condition and good order and repair management upon termination or expiration of this agreement. In the event the resident fails to vacate the premises after termination, non-renewal or expiration of this rental agreement, then resident shall pay management an amount equal to two times the existing rental rate, prorated by the day for each day hold over and beyond the termination or expiration of this agreement in addition to the other damages provided for under this agreement. After termination or expiration of this agreement, resident shall be deemed to be a tenant at sufferance.

13. **RIGHT OF ACCESS:** Management shall have the right of access to apartment, without notice, for inspection and maintenance during reasonable hours. In case of emergency, management may enter at any time to protect life and prevent damage to the property. Resident authorizes management to show the apartment to prospective renters after has given notice of termination or non-renewal.

14. **USE:** Apartment shall be used for residential purposes only and shall be occupied only by the persons named in resident's application to lease. Substitution or addition of any residents will be allowable only with prior written consent of management. Apartment shall be used so as to comply with a state, county, and municipal laws and ordinances. Residents shall not use apartment or permit it to be used for any disorderly or unlawful purposes or in any manner so as to interfere with other residents' quiet enjoyment of their apartments.

15. **PROPERTY LOSS:** Management shall not be liable for damage, theft, vandalism, or other loss of any kind to resident's personal property or the personal property of resident's family members or guests, except where such damage is due to Management's gross negligence or intentional misconduct. It is understood and agreed that management shall not be responsible or liable to resident or to those claiming by through or under resident for any loss or damage to either person or property that may be occasioned by or through the acts or omissions of third parties. Resident shall purchase comprehensive property insurance against all perils, including, but not limited to, insurance on personal property or property of other persons from protection of loss due to or caused by theft, vandalism, bursting or breaking pipes, by or from fire, windstorm, hail, flooding, leakage, snow, or ice, by or from running water, backing up of drainage pipes, seepage or overflow of water or sewage on the property of which resident's apartment is a part. Management shall not be responsible or liable for any injury, loss or damage to any person or property of resident or other person caused by or resulting from the aforementioned occurrences.

16. **PETS:** No animals, birds, or pets of any kind shall be permitted in apartment without prior written consent of management.
17. **INDEMNIFICATION:** Resident releases management from liability for and agrees to indemnify management against all losses incurred by management as a result of (a) resident's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about apartment or premises to resident's invitees or licensees or such person's property unconnected with landlord's negligence; (c) resident's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien or other encumbrance filed against apartment as a result of resident's actions.
18. **FAILURE OF MANAGEMENT TO ACTION:** Failure of management to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of management's rights to act on any violation.
19. **REMEDIES CUMULATIVE:** All remedies under this agreement or by law or in equity shall be cumulative. In a civil suit or dispossessory warrant for any breach of this agreement, the prevailing party shall be entitled to attorney's fees in the amount of fifteen percent of principal and interest owing and all expenses of litigation, including, but not limited to, court costs, dispossessory warrant costs and administrative filing fees.
20. **NOTICES:** Any notice required by this agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail, (a) if to resident, to the apartment or to the last known address of resident; (b) if to management, to the office of management or such other place as management may designate.
21. **REPAIRS:** Resident accepts apartment in "as is" condition as suited for the use intended. Resident understands and agrees that the apartment, equipment and fixtures will be under the control of resident and agrees to keep said apartment together with the fixtures therein, in a clean, slightly and sanitary condition. Management will make necessary repairs to apartment with reasonable promptness after receipt of written notice from resident. If any damage, beyond normal wear and tear, is caused by resident, then resident shall be charged as additional rent the cost to repair or replace such damage.
22. **ABANDONMENT:** If resident removes or attempts to remove personal property from the premises other than in the usual course of continuing occupancy without first having paid management all monies due for proper termination of this agreement, the apartment may be considered abandoned, and management shall have the right, without notice, to store and dispose of any property left on the premises after termination of this agreement. Any such property shall be considered management's property and title shall vest in management. Management shall also have the right to re-rent the apartment after resident abandons the same. Management, in its sole discretion, shall have the right to determine those other circumstances under which it considers the apartment to be abandoned. Resident agrees that such circumstances as evidence of his abandonment of the premises include, but are not limited to, the failure to pay rent or other charges, discontinuance of any utility service, failure to respond to any notices, phone calls or correspondence from management, or removal of resident's personal property from the apartment. Any one of the foregoing circumstances or other circumstances shall be sufficient to evidence an abandonment, in the event the apartment is abandoned, management shall have the right, without notice, to secure the apartment with new locks, to store or dispose of any property or personal possessions left on the premises by resident or resident's family, occupants, guests or invitees, or to re-rent the apartment for new occupancy. Resident agrees that management shall have no liability for any actions taken to secure the apartment, obtain possession of the premises, or store or dispose of any personal property or possessions found in the apartment when the management deems the apartment to have been abandoned. Resident acknowledges and agrees that management's acts or failure to act with regard to securing the apartment, obtaining possession of the premises or storing or disposing of any personal property or possessions found in the apartment under circumstances which are or may indicate abandonment are a contractual matter to which the resident has given his consent, and any alleged breach shall not give rise to a claim in tort nor to a claim for punitive damages.
23. **MORTGAGEE'S RIGHTS:** Resident's rights under this lease shall at all times be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed on premises of which apartment is a part; if requested, resident shall execute promptly any certificate that management may request to specifically implement the subordination of this paragraph.
24. **DEFAULT BY RESIDENT:** If resident fails to pay any rent or other charges as and when due hereunder, or if resident abandons the apartment or fails to perform any of its obligations hereunder, or if any facts contained in resident's rental application are untrue or misleading, then, upon the happening of any said events, resident shall be in default hereunder and management may at its option terminate this agreement by written notice to resident. Resident shall surrender possession of the apartment to management upon the effective date of such termination notice and resident shall be liable to management for, and shall indemnify management against, all rent loss and other expenses (for reletting, refurbishing, cleaning or otherwise making the apartment suitable for reletting) suffered or incurred by management as a result of resident's default and the termination of the agreement. Management's application of the security deposit (if any) shall not relieve resident of liability for any other rent, charges, damages or other costs which may be due. Notwithstanding the commencement of a dispossessory proceeding and the issuance and execution of a writ of possession on account of any default by resident, resident shall remain liable to management for all rent and other charges accrued through the date on which possession is obtained by management and shall continue to be liable for any rental accruing thereafter until the earlier of (a) the expiration of the terms of this lease; or (b) the re-rental of the apartment.
25. **MANAGEMENT'S PERMISSION OR CONSENT:** If any provision of this agreement requires the written permission or consent of Management as a condition to any act of resident, such written permission or consent may be granted or withheld in the sole discretion of management, may contain conditions as management deems appropriate and shall be effective only so long as resident complies with such conditions. Moreover, any written permission or consent given by management to resident may be modified, revoked or withdrawn by management at any time, at management's sole discretion, upon written notice to resident.
26. **GENDER:** In all references herein to resident, the use of the singular number is intended to include the appropriate number as the text of this lease may require, and all gender references to male or female are intended to gender neutral.
27. **NO ESTATE IN LAND:** This agreement creates only the relationship of landlord and tenant between the management and resident; resident has a usufruct only and not an estate for years; and no estate shall pass out of management.
28. **ENTIRE AGREEMENT:** This agreement and any attached addenda constitute the entire agreement between the parties and no oral statements shall be binding.
29. **JOINT AND SEVERAL LIABILITY:** Each person who signs this agreement as a resident understands and agrees that their liability hereunder is both joint and several.
30. **AGENCY DISCLOSURE:** Management is acting on behalf of the owner of the apartment and in connection therewith receives compensation from the owner.
31. **SPECIAL STIPULATIONS:** The following stipulations shall control in the event of conflict with any of the foregoing:

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person duly authorized the day and year above written.

Management, Authorized Representative

Resident

Resident

Resident

